THE COURTS.

Simmons Sentenced-Three Years and Six Months' Imprisonment.

QUESTION OF MARITIME LIENS.

The Camden and Amboy Railroad --- Important Salvage Question.

BUSINESS IN THE OTHER COURTS.

Bankruptcy Proceedings-Informers' Moieties-The Oyer and Terminer Grand Jury in Court-The Manhattan Quotation Telegraph Company-Jewish Congregations at Loggerheads.

Frederick Henry, who had been in jail for the past seven months on a charge of having per-sonated the father of an enlisted minor, was discharged yesterday on his own recognizance by Commissioner Shields, the District Attorney con-

the line of the New York, Oswego and Midland Railroad, lour deputy marshals were yesterday detailed, upon the application of W. A. S. Hewitt, the receiver of the road, to proceed to Middleton and other places on the road for the purpose of

preserving the peace.
Judge Brady, in the Court of Oyer and Terminer, yesterday, sentenced Simmons to State Prison for three years and six months. He also sentenced John Keefe, recently convicted of manslaughter in the fourth degree for killing Patrick McNamara, to two years in State Prison at hard labor, being the full penalty. A Grand Jury was organized in this Court yesterday, and, after a charge from Judge Brady, which will be found in full below, entered upon its duties. The Court then adjourned to next Tuesday, when King will be placed on trial for the alleged murder of O'Neil.

SIMMONS SENTENCED.

Further Appeal for the Clemency of the and Six Months in State Prison.

At the opening of the Court of Oyer and Terainer yesterday, Judge Brady on the Bench, the court room was crowded with the friends of John E. Simmons and the usual complement of curious, but well dressed idlers, to hear the sentence to be passed upon him, in accordance with the verdict of the jury finding him guilty of manslaughter in the third degree for killing Nicholas W. Duryea. Simmons, who still maintained the same placidly cool demeanor as characterized him throughout the trial was accompanied by his three brothers; but his wife and daughter, who doubtless wished to be spared the trying ordeal of seeing him sentenced, were not present.

PLEA FOR LENIENCY. After Mr. Sparks, the Clerk, had put the usual interrogations to Simmons as to his age, which he gave as forty-seven, and as to his having learned any mechanical trade, which he said he had not, Mr. Fellows, one of his counsel, made a most argent plea for the leniency of the Court. He proceeded to comment on the evidence, which he argued established that the deceased had been pursuing the prisoner with threats, that the deceased called at prisoner's office and was holding mysterious interview with one of his clerks, that the prisoner had a right to demand his business, and that the assault outside was commenced by the deceased. He also commented on the fact that the two witnesses—Dawson and Striker locked up in the House of Detention by the District Attorney, were not called by the prosecution. The only other witness who could tell the events preceding the struggle was the prisoner and he was not sworn, for good reason. He would have been subject to the fierce ordeal of crossexamination by the District Attorney as to what took place during that deadly struggle when he lay stunned and dazed in the grasp of his enemy. he never yet undertook to tell it to his counsel, and ne could not tell it, and his answers might place him in an unfavorable light before the jury. The breaking off of the top of the dager sheath would show that the blade was drawn when in a tight place—that is to say, when the prisoner lay under his assailant. As the Coroner's jury and the jury on the trial both found the prisoner to be no murderer, but that he struck in the heat of passion, counsel asked that the Court, in passing sentence, take into consideration his previous good character, the character for turbulence given od character, the character for turbulence given

good character, the character for turbulence given to the deceased, and the element of lear which entered into the act of the prisoner, and which prompted him to draw the weapon.

A FEW WORDS OVER THE LAST WORD.

District Attorney Phelps—I desire—

Mr. John Graham (rising quickly to his feet)—

Mr. John Graham (rising quickly to his feet)—

Mr. John Graham (rising quickly to his feet)—

Mr. John Graham (rising duickly to his feet)—

Mr. John Graham (rising duickly to his feet)—

Mr. John Graham (rising duickly to his feet)—

the one has a right to speak now. The case is closed. In the case of Mr. Iweed I witnessed a most inhuman scene—a public address from the counset for the prosecution. No counset, except the prisoner's had a right to address the Court after arraignment, I protest, as a criminal lawyer, and in the name of humanity. The scene is closed when the prisoner is drawn to the bar for arraignment and sentence. If the District Attorney had anything to say he should have said it before arraignment.

Judge Brady—I have never known of the enforcement of any such rule, especially where counsel for the prosecution presents an appeal in the nature of an argument.

Mr. Graham—We have he last word. When the prisoner is arraigned it is for him, if he can speak, or for his counset, and no person else has a right

Mr. Graham—We have the last word. When the prisoner is arraigned it is for him, if he can speak, or for his counsel, and no person else has a right to speak. There is no book that establishes such precedent. I wish to have my protest recorded. I saw the finger of deflance and ridicule directed at Mr. Tweed by paid counsel, and merely for the purpose of being reported in the papers.

Mr. Phelps—But you were silent on that occasion, Mr. Graham—Because I was in contempt then, and I did not dare to speak, for I was atraid another would be put on me. (Laughter.)

Mr. Phelps then proceeded to say that the prisoner had the benefit of defence by able counsel. The jury found the killing to be unjustifiable and the man's life could be taken without excuse, and it was for the Court to say what penalty the violated sanctity of human life demanded.

As to the witness Striker, Mr. Phelps said he believed him to be a myth, not having laid eyes on him since the inquest. The witness Dawson was not produced, his evidence being only useful in rebuttal, and it happened not to be required.

Passing the sentence has sentence, as follows:—

Judge Brady proceeded to pass sentence, as follows:

In this case the only reliable judgments that can be prosoned are those of the person engaged in the inquiry, whether the prisoner at the bar was ruilty of the offence charged in the indictment, those who were interested to hearing all the evidence, in cuarding the rights of the people and the prisoner at the bar. Although it is a habit of the American community to express opinions about such things without being aufficiently advised as to all the facts and circumstances, to express them freely, i must say it is a custom more housered in the breach than the observance. Many opinions have been expressed about this case; many opinions doubless, will be expressed about and prisons doubless, will be expressed about it, but the only reliable opinions are those of the persons who are immediately engaged in the investigation rendered mecessary by the laws of the land. I have reflected about this case since its conclusion; I have reflected about this case since its conclusion; I have reflected about this case incertains the sentence which it becomes my daty liable opinions are those of the persons who are immediately engaged in the investigation rendered necessary by the laws of the land. I have redected about it with reservence to the sentence which it becomes my duty with reservence to the sentence which it becomes my duty with reservence to the sentence which it becomes my duty with reservence to the sentence which it becomes my duty with reservence to the sentence which it becomes my duty with the pronounce. It is a habit of mine to redect upon the degree of punishment with which there have been convictions before me, and it is a practice I intend to continue as long as I at here. Wherever discretion is continue as long as I at here. Wherever discretion is continue as long as I at here. Wherever discretion is wested in the Court, and in this case, as in similar cases. In the continue as long as I at here. Wherever discretion in the continue as long as I at here. Wherever discretion in the continue as long as I at here. Wherever discretion in the continue as I mass be presumed to rest upon the circumstance with the presence of the continue and the continue and the corresponding to the large properties of the continue and the continue and the corresponding to the large properties of the continue and the corresponding to the large properties, and that there was no justification for the homicide. All the theories that could be presented on behalf of the prisoner were presented with great ability by his counsel of whose devotion I am witness. But that jury have determined that the lilling was unnecessary, that there was no justification for the heat of bassion. There are two things to be accomplished by the punishment with of increasing their under similar circumstances from doing what he did you prisoner—one the punishment with of one visited upon a prisoner—one the punishment for maniaughter in the full of the presented the donvicted. In any judgment he was arrangined and convicted, In any judgment he was arrangined and convicted. In large, in considering with a

tally—seriously, and for some time disabled, and he seems also to have been confined in prison for a period of fourteen months. I have taken into consideration all the circumstances which have been revealed on the trial. I have reflected how the discretion vented in me by the Legislature should be exercised. I must admit that I have been disturbed by the consideration of this case disturbed very much, because there are conflicting elements in it; elements of murder and clements of auditeation; and ican imagine the jury were perseased as I have been, and they dropped from the personnel of auditeation; and it as imagine the jury were perseased as I have been, and they dropped from the slaughter in the were punished as the law permits the interest of justice would be accommished, and it is my independ that it is due to society, that claims protection from the use of the knife, too common for several years past in this city, that the prisoner shall be punished to the extent of being confined in the State Prison for three years and six months, and that addressing the prisoner is the sentence of this Court—that you be confined in the State Prison at hard labor for three years and six months.

The prisoner received the sentence without any apparent emotion, our term was remanded to the

The prisoner received the sentence without any apparent emotion, and then was remanded to the Tombs.

QUESTION OF MARITIME LIENS.

How They are Affected by State Laws-Important Question.

A question of considerable interest and impor tance was determined yesterday by Judge Woodruff, in the United States Circuit Court. It appears that a vessel named the Edith was sold under a decree of the United States District Court. After paying out of the proceeds of this sale certain claims of the libellants there remained in the registry of the Court a sum of \$31,176 82. This amount was to be dis-tributed among the claimants. A shipwright named T. D. Poole and other persons presented to the Court a petition stating that they had repaired the ship and furnished supplies for her use.

paired the ship and furnished supplies for her use. For these repairs and supplies they alleged that they had a lien, and petitioned the Court that the lien might be extinguished by the payment of its amount from the sum remaining in the custody of the Court. This claim was opposed by Daniel Tyler, the mortgagee of three-tourths part of the Edith. To Tyler was due a sum which, after payment of another mortgage for one-half of the vessel, exceeded the residue of the smount already mentioned.

Charles Caron, a bankrupt and owner of the ship, through his assignee, John Sedgwick, was among those who resisted the claim of the petitioner. It was decided by the District Court that Poole and the others had no lien upon the ship, nor as between them and the mortgage and assignee in bankruptcy any title to any part of the \$31.176.82, and the Court accordingly ordered that the surplus, after paying the mortgage on one-half of the snip should be divided between the assignee and the mortgage Tyler. The petitioners, thus finding themselves saut out from having any portion of the surplus sum, appealed to the United States Circuit Court for an eniorcement of the rights which they claimed. The decision of Judge Woodruf, rengagee Tyler. The petitioners, thus finding themselves and out from having any portion of the surplus sum, appealed to the United States Circuit Court for an eniorcement of the rights which they claimed. The decision of Judge Woodruf, rendered yesterday, is written at very considerable length. He upholds the decision arrived at in this case by the District Court. His Honor states that the Edith was a domestic vessel, her owners residing in New York. The repairs done upon her were done by the petitioners while she was in invigable waters at New York, by direction of the owner and master. Soon after the repairs were done and the supplies furnished the petitioners made an effort to enforce a lien therefor upon the ship, proceeding in this attempt under a statute of the State of New York. In pursuance of this statute they sued out an attachment, and, placing it in the hands of the Sheriff, they caused the snip to be seized. The result was that what is called a "satisfactory bond?" was given by the owner of the ship, and she was released from custody, independent of the technical objection that the petitioners do not come before the Court setting up any lien on the ship acquired under the statute of the State of New York, those proceedings to enforce a lien under the State law will avail nothing against the claim of the mortgage. The statute of the State of New York, those proceedings to enforce a lien under the State law will avail nothing against the claim of the mortgage. The statute of the State of New York, those proceedings to common law, is unconstitutional and void, and the remedy given by statute for the enforcement of such contract is not a common law remedy. That statute (continues the Judge) was an attempt (so far as maritime contracts were embraced therein) to take jurisdiction from the Admiralty Courts, and to prescribe a new incident to such contracts and enforce a right conferred by a proceeding strictly in rem. " If the lien exists as the creature of the State law how is it to be executed? Strike out

THE CAMDEN AND AMBOY RAIL-

Important Salvage Question Affecting

the Raising of Sunken Vessels. Yesterday Judge Woodruff delivered an opinion in the case of the Camden and Amboy Railroad have raised her or proved that she could not be raised and repaired would have been effectively urged by the claimants of the America. The libellant was at liberty and in fact bound to go far enough to enable proof to be given of the extent of loss, and the proof does not show that more than that was done. As to interest, it has been often said that in acts of tort where the damages are unliquidated interest is not to be allowed as a matter of law, but it rests in the discretion of the jury. The proposition is not unqualifiedly true without exception. Thus, in actions of trover, which are actions of tort, the value of the property, with interest thereon, is held to be the rule of damages. Where the value of the rule of damages, where the value of the thing lost or the cost of repairs and the like are the test or measure of recovery, and the amount of damages becomes mere matter of computation, interest is as necessary to indemnity as the allowance of the party for injury from a collision occurring through the fault of another vessel should be the object of the Court in the allowance of damages. not like the allowance of punits damages in ac-tions of slander, assault and battery and like cases. It gives indemnity only. Let the exceptions be overruised, and a decree be entered for the amount reported.

BUSINESS IN THE OTHER COURTS.

UNITED STATES CIRCUIT COURT. The New York Shuttle Company-In

Bankruptey.

Before Judge Woodruff. In re the New York Shuttle Company, a bankrupt, Judge Woodruff yesterday delivered the fol-

rupt, Judge Woodruff yesterday delivered the following opinion:

The injunction in this case having expired by its own limitation, the question whether it should have been dissolved by the District Court seems rather speculative than useful. But I do not think the provisions of the Bankrupt law and the power of the Bankrupt Court over liens, and over property subject to liens, the operation of bankruptcy in pending suits, and due protection to the assignee in bankruptcy, will permit the possession by the assignee of property of the bankrupt to be interfered with by force, or that the Court should permit its officers to be thus ousted of possession. If the purchaser in the foreclosure deemed himself entitled he should have applied to the Bankruptcy Court for relief, or, under the second section of the Bankruptcy law, have brought an action in which the question should be formally determined, and not forcibly oust the assignee, and so seek to drive him to a suit or other proceeding to test the questions invoived.

Collision Case.

Collision Case. Henry N. Wickes, libellant, appellant, vs. The Steamship Circassian—Helen M. Fiedler, Executrix, claimant and appellee.—In this case the Judge says:—Let the libel be dismissed with costs in accordance with the decision appealed from.

UNITED STATES DISTRICT COURT.

The Sanborn Contract-Informers' Mole-In the case of the United States vs. Gonzalez &

Leibniz, reported in the Herald of yesterday, and involving the points now well known in connection with the Sanborn contract, a result has just been reached. The defence yesterday closed just been reached. The defence yesterday closed their case by the examination of witnesses. Counsel for the government, Mr. Goodlett, called attention to the fact that the grounds upon which a new trial of this suit had been granted—namely, that the witnesses for the government, one or both, were interested in the result—had not been sustained, and moved that the motion granting a new trial be set aside and for leave to withdraw a juror. After hearing the other side on this point Jurge Blatchford granted the motion. The result of this is to leave in force the judgment in favor of the government as founded upon the first verdict given for them. The action in this case was originally brought against the delendants for the condemnation of a large quantity of cigars on the

ground that they had not been stamped according to law.

Judge Woodruff will open the Pebruary Equity Term of the United States Circuit Court on Mon-day, the 23d tust, at No. 27 Cuambers street, at eleven o'clock A. M.

COURT OF CYER AND TERMIKER.

Judge Brady's Charge to the Grand Jury-Fearless and Full Investiga-tions and Prompt Presentments lu-

vited-Names of the Jury.
As the Grand Jury of the Court of General Sessions have finished their work, and two grand juries not being allowed to sit at the same time, Judge Brady yesterday empanelled a grand jury for the Court of Oyer and Terminer. Thirty-one answered to the panel. As there could only be twenty-three on the jury eight had to be excused, but only lour offered themselves for excuse. Judge Brady congratulated the county that so many gentlemen desired to serve it, but struck off the last four on the list. He then selected Mr. Smith Elv. Jr., for foreman, but the latter saked to be excused from that position, as it was several years since he had performed grand jury duty. The Court then selected Edward Cooper as foreman.
CHARGE TO THE GRAND JURY.

The above preliminaries having been finished, Judge Brady proceeded to charge the Grand Jury.

The above preliminaries having been finished, Judge Brady proceeded to charge the Grand Jury, as iollows:—

GENTLEMEN OF THE GRAND JUNT—The duties which you have to perform, thouch simple, are fraught with momentous consequences to the people and the accused. It is your province to isquire—and for that purpose you are organized and become an integral part of this Court—into the truth of such charges as may be laid before you and to determine whether there is sufficient evidence to warrant an indictment. You stand between the State and the citizen, with the responsibility resting upon you to do justice to both—to see to it that you present no one from envy, hatred or maidle, or leave any one unrepresented through rear, tavor, affection or hope of reward, and that you present all things truly as they come to your knowledge according to the best of your understanding. This, the language of your cath, is the embodiment of the law. It is concise, plain, comprehensive and may be understandly, therefore, proceed dillogaring but one object in view, and in submitted to the law. It is concise, plain, comprehensive and may be when you shall become all the strength of the language of your cath, is the embodiment of the law. It is concise, plain, comprehensive and may be when you shall become all the strength of the language of your cath, is the embodiment of the law. It is concise, plain, comprehensive and may be when you shall become all the strength of the language of your cath, is the embodiment of the law. It is concise, plain, comprehensive, and the strength of the language of your cath, is the embodiment of the law. It is concise, plain, comprehensive, and the strength of the law of the land which subjects him to criminal punishment. This should not be done, however, on light or insufficient testimony. You chould as declared by that great commentators blackstone, be thoroughly persuaded of the truth of an indictuent so lar as the evidence goes, and not rest sausded mercy with remote probabilities—a doctrine that migh

NAMES OF THE GRAND JURY.

The following are the names of the Grand Jurors:—Edward Cooper, foreman; Edward V. Loew, Altred W. Budiong, Henry Thompson, Sinclair Tousey, George Smith, James Mott, Smith Ely, James M. Requa, William R. Garrison, Jacob L. Engle art, Theodore Perry, Limon Benneimer, Thomas Bond, Daniel W. Chapman. Charles W. Hail, Benjamin B. Atterbury, David L. Einstein, Henry Simpson, Theodore T. Wilmerding, Seth E. Thomas, Frederick Clarkson and Samuel J. Tobias.

SUPREME COURT-CHAMBERS

Jewish Congregations at Loggerheads.

Before Judge Donohue.

The headquarters of Tweed's old club, No. 105 East Broadway, for some time past has been occupied as a Jewish synagogue. The worship-pers meeting here called themselves the Congregation Kenerseth Israel of Russian Israelites. A disagreement arose and the disaffected party, comprised principally of Lutherans, formed a new congregation calling itself "The Congregation Kenerseth Israel Merets Russia." A dispute

The Manhattan Quotation Telegraph Company in Court-What Constitutes a Witness' Contempt Before a Referee. Kiernan vs. Manhattan Quotation Telegraph Company.—In this case plaintiff, who represents the Gold and Stock Telegraph Company, asks an injunction against defendants, who are charged with appropriating cable news from England refinancial matters. An order for exam ination of Abbott as a party before trial was made and the matter sent to a referee to take the testimony. The question was put to the witness during the course of the examination, "How does the Manhattan Company receive its messages from abroad?" and it appearing by the answer that these messages are first received by a banking house in this city before they are communicated to the Manhattan Company, the next question was, "What banking house is that?" Mr. Abbott declined to answer this question, and a motion was made before Judge Barrett to punish him for contunacy. Upon this motion Judge Barrett rendered the following opinion:—"The rulings of the referee were plainty right. The gravamen of the complaint is the charge of improperly obtaining and using the plaintiff is news. The plaintiff has a perfect right to show if he can that the defendant's claim of obtaining the news fairly is a sham, and to prove their assertions upon this head thoroughly I have gone over the examination and am by no means satisfied with the course either of the defendant or his counsel. As to the defendant, his answers seem to me to be evalved and confusing. As to counself was a contempt for him to advise his client not to answer. Indeed the referee erred in permitting consituations between the defendant and his counsel while the former was being subjected to examination. It must be understood that the examination is to be treated as though the case were on trial. Counsel may object to irrelevant or improper questions, and, if the ruling be adverse, except. But ne quite mistakes his duty when he follows his exception by advising his client not to answer. Were the case upon trial such conduct would not be tolerated for a moment; nor should it be upon this examination. The defendant is clearly in contempt, and for a second time. Once before he was admonished by the Court to answer a perfectly upon his explanation that in thus refusing he did not intend anything more than an assertion that he had previously given all the information on the subject which he recollected, the motion to ponish him was not pressed. The examination that he had previously given all the information on the subject which he recollected, the motion to poni Manhattan Company receive its messages from abroad?" and it appearing by the answer that

Interesting to Holders of Second Mort-

gages.

Augustus D. Ruggles vs. George W. Marden and Joseph P. Wiswall .- This case involved some delicate and nice distinctions in the application or nterpretation of contemporary mortgages. The plaintiff, as alleged, gave defendant, Marden, a chattel mortgage to secure a note of \$1,500 at five months' credit. Subsequently he also gave, it is said, a second mortgage on the same property, with an addition of other property, and the term of the second mortgage was made on demand, with a provision that any moneys realized from the sale of the property mortgaged should be applied pro tanto to the extinguishment of the note. Defendant a tempted to foreclose the second mortgage, but was resisted by the

plaintiff, who obtained a temporary injunction, which on the hearing was made perpetual, Judge Dosobue holding that the two instruments being in pari maleria must be construed together and the intent be gathered from the context of the two mortgages and such interpretation given to them. mortgages and such interpretation given to the two as would make the whole constituent with the isw and intent of the parties. The decision is regarded as important in view of the large amount of litiga-tion in connection with chattel mortgages. A. Marks for plaintiff and George M. Titus for de-fepdant.

Decisions.

By Judge Barrett.
Smith vs. The Mayor, &c.—Granted.
Hall vs. Platt, Brown vs. Keys. Mansell vs.
Thompson, Kingsland vs. Brinckerhoff, Luxton vs.
Empire Peat Company, Union Dime Savings Bank
vs. Dwyre, Chesterman vs. Purdy.—Motions
granted.

granted.

National Shoe and Leather Bank vs. Hill, Wood vs. Linsberger, In the matter of Peterson vs. Beebe, Meyer vs. Heath.—Motions granted, with \$10 costs. costs.

Fowler vs. Mance, in the matter of Haviland and others, Duncan vs. Goodwin.—Memorandums.

Kiernan vs. Abbott.—See opinion.

By Judge Donohue.

In the Matter of the Harmony Fire Insurance Company, Damoruann vs. Butterfield.—Motions denied.

nied.

Rivas vs. Shell.—Motion denied without costs.

Philips vs. Melville.—Motion granted; \$10 costs,
to abide event.

Ruggies vs. Madden, Huil vs. Sprat and Others,
Bacon vs. Hammeken, Appleton vs. Bowles and
others, In the matter, &c., Peekskill Plough
Works.

SUPERIOR COURT-SPECIAL TERM.

By Judge Sedgwick.
Grant vs. Hubbell.—Urder signed.
Fraser vs. Doane.—Reference ordered.
Kimball vs. Morrison.—Order for Judgment.
Schermerhorn vs. Wheeler.—Motion dismissed.
Boylan vs. Cooke et al.—Motion granted.
Swiit, Jr., vs. Sun Mutual Insurance Company.—
Motion granted, with an allowance of \$75.
Swift vs. Same.—Order granted, with an allowance of \$75.

swift vs. Same,—order grants,
ance of \$75.
Raynor vs. Hoagland, Davis vs. Stover, Brown
vs. Doyle, Same vs. Henderson.—Orders granted.
Lowell vs. Weigand.—See memorandum with
Clerk at Special Term.

By Judge Curtis.

Lloyd vs. Burns.—See opinion with Clerk at Special Term.

COURT OF COMMON PLEAS-SPECIAL TERM. Decisions.

By Judge Robinson.
Harris vs. Harris.—Motion deuted.
Kelly vs. Kelly, Dobby vs. Dobby.—Decrees of divorce granted to plaintiff.

MARINE COURT-PART 1.

Important to Users of Croton Water.

 Before Judge Gross,

John C. Stockwell vs. Ira Perego.—Plaintiff is a paper dealer, and occupies the premises im-mediately beneath the defendant's store for the storage of paper stock. On the night of the 6th of last September the Croton water was accidentally left turned on in defendant's store and ran over the floor and down into the premises of the plaintiff, who brings this action to recover \$133 for injury done to his paper stock. For the defence is was claimed that it is customary among the users was claimed that is is customary among the users of Croton water in the lower part of this city, who have a supply pipe running through their premises to those above, to have a stop-cock in the supply pipe and shut off the water at night, and as the pipe supplying defendant's store passed through the premises of the plaintiff it was contended that he was guilty of negligence in not having a stop-cock to shut off the water at night. The Court charged the jury that a custom, though established by consent, must, when established, be compulsory and not left to the option of every man whether he will follow it or not. If the jury found that there is a custom by which people occupying offices and stores in the lower part of this city are to shut off the water in the evening, and that the plaintiff in this case neglected to comply with that custom, they would find a verdict for the defendant. If, however, they found that their user of the stablished custom, and that the injury sustained by the plaintiff was the result of negligence or omission on the part of defendant or his employes, their verdict would be for the plaintiff. The jury rendered a verdict for the plaintiff. The jury rendered a verdict for the plaintiff of CENCAN SECOND

COURT OF GENERAL SESSIONS.

Alleged Arson in the First Degree-Trial of August Reinhart-The Case To Be

Concluded To-Day.

Before Recorder Hackett.

The trial of August Reinhart, indicted for arson in the first degree, was commenced in this Court yesterday. Assistant District Attorney Rollins conducted the prosecution. Mr. Abe Hummel, in the absence of Mr. Howe (who will be in attendance to-day), cross-examined the witnesses with skill and courtesy. Mr. Rollins, in his opening, pre-sented a cardboard model of the apartments of the skit and courtesy. Mr. Rollins, in his opening, presented a cardboard model of the apartments of the prisoner, prepared by Fire Marshal Sheiden, through whose efficiency and theroughness the prosecuting officers have been enabled to secure so many convictions for the crime of arson in the last twelve months. Reinhart is a respectable-locking German, and his wife occupied a seat by his side. From the testimony of the witnesses for the prosecution it appeared that the prisoner occupied two rooms in a four story tenement house at No. 124 Stanton street; that on the night of the 19th of September, about ten minutes past ten, he was seen by Mrs. Elizabeth Lovell, who was sitting at her window on the opposite side of the street, to leave his apartments and go down the street, and that her attention was particularly attracted to him from the fact that a lavorite dog of his was not with him; that about half-past ten o'dlock Mrs. Stemmler smelled smoke, whereupon she and some of the tenants broke into Reinhart's apartments and discovered the door of a small closet burning, which was speedily extinguished by throwing water upon it; that subsequently fremen came and they discovered another and a distinct fire in the adjoining bedroom, which could not by any possibility have been communicated from the closet. This fire was not serious, having only burned some of the clothing hanging on the wall. The following day kerosene or some other kind of oil was discovered on the German American Insurance Company, testified to making a thorough examination of Reinhart's rooms a day or two after the fire, and presented an inventory of the anings found and of the debris of the fire, consisting of a few digar boxes and old clothing. He did not find any remnants of silk dresses, which the accused claimed were destroyed. Reinhart was insured in the company's office for \$1,000, and he told Mr. Engier the the his loss would be about \$1,400. The case for the prosecution is nearly closed, and the trial will be concluded to-day.

COURT OF SPECIAL SESSIONS.

A Desperate Southinck. Before Judges Otterbourg, Murray and Simmons, Emilio Broecke is a young Italian bootblack about eleven years of age, very impulsive and hot tempered. Emilio became engaged in a quarrel with one John Schrade, a toy of fifteen years, and stabbed him in the side with a penknife. He was arraigned yesterday, and the Court, after hearing the evidence, sentenced him to three months in the City Prison.

Another Batch of Cock Fighters. James Wilson, the alleged proprietor of the Har-lem cockpit, and twenty-six spectators were ar-raigned for trial yesterday morning. The court raigned for trial yesterday morning. The court room was crowded with the friends of the prisoners. Mr. Hummet appeared for the cock fighters, and asked for an adjournment on the ground that his associate, Mr. John R. Feliows, was at present engaged at White Plains in the masked robbers case. On consent of Mr. Eddridge Gerry, counsel for the prosecution, the case was adjourned until Saturday.

TOMBS POLICE COURT. More Cotton Thieves.

Before Justice Morgan. Daniel McGuire and John Flaherty, who were arrested on Tuesday for being concerned in the cotton sample thievery, were arraigned at the Tombe ton sample thevery, were arraigned at the Tombs yesterday. On the 16th of the present month Brodie, Darrow & Co., of No. 130 Pearl street, sent Daniel McGuire to the warehouse, Nos. 330 and 332 Greenwich street, to sample ninety-three bales of cotton. It is alleged that McGuire sampled the bales so extensively that he left twenty pounds of cotton on he sidewalk, which a man named John Flaherty carried away. The cotton was brought to the junk store of Plaherty, corner of Washington and Beach streets, where it was found by the detectives, McGuire was held in \$500 and Flaherty in \$1,000 ball to answer. A Dishonest Employe.

A young man, named Benjamin Stansbury, was arrested by Officer Terbune yesterday, on the pier arrested by Officer Terhune yesterday, on the pier of the Fall River line, with a quantity of towelling and biangeta in his possession. He was searched, and some fifty-five pawn tickets, represeating bedotching, &c., taken from the steamer Old Colony, were found on his person. He was brought before Justice Morgan and field in \$2,000 ball to answer. Stansbury had been employed on the Fall River line of steamers for some time, and what the aggregate of his peculations was has not as yet been discovered.

ESSEX MARKET POLICE COURT.

Clever Capture of Thieves. Before Justice Otterbourg. George Burns, E. G. Hopps and Thomas Devine

were brought into court by Detective Dyer, of the Tenth precinct, yesterday, who preferred three separate charges against each. It appears that

about a week ago a case of champagne was stolen from an express wagon while the owner was waiting to cross the Grand street ferry. waiting to cross the Grand street ferry. On Wednesday night the detective, who had been tracing the robbers, made a descent on No. 12 Essex street, a "dive" kept by Hopps. He was rewarded by dropping on a "bouquet" of scoundrels, in addition to finding the stolen champagne, carefully hidden away beneath a back counter. In the place he lound Burns, Devine and Hopps, the proprietor. Detective Dyer at once recognized Burns as being an escaped convict, whom he had nad sent to the Penitentiary some six months ago to serve a term of half a year. Burns, while serving out his time, watched his opportunity, and, jumping into the passage boat, produced a revolver and drove the keeper away.

E. J. Hoppa, the proprietor of the Essex street den was charged with receiving stolen goods, while bevine was fixed upon as being the original wine thiel.

Justice Otterbourg, after listening to the whole

Justice Otterbourg, after listening to the whole story of the theft and the subsequent capture, committed the three prisoners in default of \$2,500 ball. Stabbed in the Pace.

Thomas Scully, of No. 92 Columbia street, was committed in default of \$1,000 ball, on a charge of stabbing and wounding Thomas Monson in the face with a penknife. The parties had been quarrelling and words ended in blows; hence both the knife and the charge.

Christian Suyana and Jacob Hoenner were

Christian Suzmann and Jacob Hoenner were were fully committed to answer a charge of stealing a suit of clothes from Waiter Stembecher, of No. 1,297 Third avenue. He states they were living in his house, and shortly after they departed on Tuesday morning he missed the chief part of his wardrobe. The bail required is \$1,000.

Lawyers Refunding Their Fees. George Repper and George Anderson, two law-yers who were summoued to answer a charge Dreferred against them of obtaining money Bindewald, of No. 126 East Houston street, were discharged on their own parole yesterday, in consideration of their relunding the money (\$16).

JEFFERSON MARKET POLICE COURT. An Embeszier at the Bar. Before Justice Sherwood.

John Danner, of No. 30 East Houston street, has been in the employ of J. E. Seiman & Orin Parker for several years, during which time he has imbibed the hilarious cocktail to a fearful extent, imbled the bilarious cocktail to a fearful extent. His appetite in this direction was far in excess of his deancial ability, so he had recourse to his employers' money drawer. His visits were frequent, and in a few months he appropriated \$586. He feil at last beneath the inquisitive giances of a private detective, whom Messrs. Selman and Parker have had in their employ. This is very unfortunate for the festive John, who was arraigned at the Jefferson Market Police Court yesterday, where he pleaded guilty to the charge of embezzlement, adding that "drinking liquor did it."

Yet Another.

Yet Another.

Frederick W. Adams, unlike the naughty John, had no occasion to tap his employer's till to get money wherewith to procure "something wet," money wherewith to procure "something wet," for was he not himself superintendent of the invigorative department of Mr. Charles Rohe's saloon, at No. 268 West Thirty-third street? Mr. Rohe says he was, and further declares that he has made away with \$446 of his (Rohe's) money. Prederick denies the "soft impeachment," but is nevertheless the occupant of a felon's cell in the City Prison, to which he was consigned by order of Justice Sherwood.

YORKYLLE POLICE COURT. Violation of the Steam Boiler Law.

Before Justice Murray. Peter Ahles, a brewer, at No. 888 Second avenue, was charged by Sergeant Taft, of the Sanitary Squad, with a violation of the steam boiler law. The officer testified that the defendant is the owner of a steam boiler, which has been run by

owner of a steam boiler, which has been run by his son, who has not a certificate of qualification from the Police Commissioners. The defendant was held in \$300 bail to answer.

William Wagner and James Davis, sausage makers, at \$21 First avenue, were arraigned on a similar charge to the foregoing. They denied having intentionally violated the law, but admitted that they did not require their engineer, Joseph Hunt, to produce his certificate. Wagner and Davis were also held in \$300 bail each to answer.

Warrants have been issued for other violators of the law, and they will probably be arraigned today.

Attempt to Shoot & Citizen and Police-

J. J. Cummisky, of No. 553 First avenue, prefer red a complaint of felonious assault against Hugh McClosky, alias "Clugie," who snapped a pistol at McClosky, alias "Clugie," who snapped a pistol at him, and failing to discharge the same struck him with the butt end in the lace. McClosky then fled. While he was in Daly's liquor store, corner of Thirty-first street and First avenue, Officer Smith endeavored to arreat him. He drew his revolver and aimed it at the officer, but before he could fre it he was knocked down by the officer. The revolver was loaded. He was committed for trial in de-fault of \$2,000 ball on each charge.

WARLEM POLICE COURT. An Ex-Assemblyman Threatened with

Before Judge Kasmire. Alexander Shrymer, a native of Russia, aged thirty-three years, and late an officer in the Department of Public Works, was yesterday committed in \$500 ball for trial at the Court of General Sessions on a charge of carrying concealed weapons. Hon, James A. Deering, late Assemolyman from the Seventeenth district, is the complainant. He alleges that on Wednesday, while in the Manhattanville railroad depot, he was approached in a threatening manner by Shrymer, who carried a sword cane. The sole provocation consisted in the fact that the complainant is the legal adviser or a person with whom the accused has had trouble. Shrymer gave the necessary ball, his father-in-law, Thomas E. Wingrove, becoming his father-in-law, Thomas E. Wingrove, becoming his bondsman, and he was released. Mr. Deering's testimony is corroborated by Officer Smith, of the Thirtieth precinct, who made the arrest. eapons. Hon, James A. Deering, late

COURT CALENDARS-THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Bar-rett.—Court opens at hall-past ten A. M.—Nos. 27, 28, 46, 73, 74, 77, 79, 81, 83, 103, 163, 159, 166, 169, 170, 173, 174, 175, 176. Call 176. SUPREME COURT—SPECIAL TERM—Held by Judge Van Brunt — Issue of law and fact—Nos. 303, 314, 342, 114, 357, 359, 12, 20, 53, 43, 67, 40, 68, 142, 152, 60, 99, 137, 168, 155, 158, 159, 161, 165, 168, 169, 170, 185, 186.

196.

SUFREME COURT—CIRCUIT—Part 2—Held by Judge Lawrence.—Short causes—Nos. 2172½, 2794, 2650, 2330, 2166, 2244, 2910, 192, 2483, 1738½, 2142, 2380, 2732, 2752, 2790, 2952, 2955, 2950, 2878, 2920, 2774, 2522, 2246, 2490, 2840, 2552, 2742. Part 3—Held by Judge Van Vorst.—Short causes—Nos. 1293, 2577, 2603, 1183, 821, 2947, 2275, 2643, 2675, 1817, 2177, 2529, 2791, 2263, 2593, 2803, 2719, 2879, 2694, 2965, 2931, 2971.

2529, 2791, 2263, 2583, 2563, 2713, 2579, 2694, 2665, 2631, 2971.

SUPERIOR COURT—TRIAL TERM—PART 1—Held by Judge Spier.—Same caiendar. Case on. Part 2—Held by Judge Spier.—Same caiendar. Case on. Part 2—Held by Judge Larremore.—Short causes—Causes marked ready, December Term—Nos. 3244, 3784, 3564, 3775, 3358, 3390. January Issues—Nos. 3316, 3918, 3491, 3923, 3912, 2622, 3448, 3914, 3994, 3925, 3912, 3622, 3448, 3914, 3994, 3925, 3912, 3622, 3645, 2693, 3939, 3617, 2442, 3529, 3618, 3282, 3784, 27624, 2650. Down causes, December Term—Nos. 3355, 3497, 3427, 2992, 3655, 2692. Part 2—Held by Judge J. F. Daly.—Court opens at 11 A.M.—Short causes, off term. December—Nos. 3534, 3329, 3311, 3574, 3324, 2613, 2841, 2842, 3515, 3365, 3394, 3322, 3311, 3574, 3324, 2613, 2841, 2842, 3515, 3365, 3394, 3982, 3477, 3957, 3955, 3924, 275, 3930, 3666, 3703, 3604, 3954, 2561, 3970, 3969, 3965, 3965, 3982, 3477, 3957, 3955, 3921, 1237.

Marine Court—Trial Term—Part 1—Held by Judge Shea.—Nos. 4310, 3785, 3326, 3264, 4368, 3382, 2407, 23384, 2347, 3153, 3340, 3342, 3344, 3346, 3352, 2741, 24407, 23384, 2547, 3153, 3340, 3342, 3344, 3346, 3352, 2741, 2—Adjourned for the term. Part 3—Held by Judge McAdam.—Nos. 4171, 4344, 2674, 1529, 4419, 4111, 3890, 3267, 3205, 4894, 4466, 3725, 3726, 4167, 4168, Guert of General Sessions—Held by Recorder Hackett.—The People, &c., vs. August Reinhart, arson.

COURT OF APPEALS CALENDAR.

ALBANY, Feb. 19, 1874.
The following is the Court of Appeals day calendar for February 20:—Nos. 68, 57, 118, 111, 106, 281, 114, 83.

BROOKLYN COURTS.

UNITED STATES CIRCUIT COURT.

The Alleged Conspiracy of Sanborn, Hawley and Vanderwerken-"Hill of Particulars" of the Indictment-The Estates Upon Which Legacy and Succession Taxes Have Been Collected. Before Judge Benedict.

On Friday last, it may be remembered, the coun-sel for John D. Sanborn, Lucien Hawley and Alfred sel for John D. Sanborn, Lucien Hawley and Alfred Vanderwerken, who are indicated on the charge of having conspired to defraud the government in connection with the legacy and succession taxes, applied to Judge Benedict for an order requiring District Attorney Tenney to furnish a "bill of particulars" of the indictment. Judge Benedict subsequently granted the order applied for.

Yesterday Mr. Tenney compiled with the order and furnished counsel with the following bill:

The United States vs. Alired Vanderwerken, Lucien Hawley, John D. Sanbom et al.—Bill of par-

Lucien Hawley, John D. Sanbom et al. -- Bill of pay-

ticulars on the part of the United States.-In compliance with an order issued on your motion by the Hon. Charles L. Benedict, District Judge for the Eastern District of New York, on the 18th day

of February, 1874, the following particulars are hereby furnished you on the charges alleged against the accused, Alfred Vanderwerken, Lucien Hawley, John D. Sanbora and others, in the indictment herein to wit:—

First—The estates upon which legacy and succession taxes were discovered and collected, asstated in the said indictment, were the following:—Benjamin D. Phillip, Abranam Wood, Martha Dorian, Henrietta Barnes, John C. Berger, Richard Ellis, George W. Endicott, James Funck, Charles Hutchinson Whis, Jasper W. Hughes, Robert Hutchinson Wens, Jasper W. Hughes, Wharburton. Jabez W. Barlow, William Cabble, George W. David, Thoman G. Moore, Margaret F. Hodert, Joseph Petit and G. Moore, Margaret F. Hodert, Joseph Petit and G. Moore, Margaret F. Hodert, Joseph Petit and States, which the said legacy and succession taxes were wanch the said legacy and succession taxes were wanch the said legacy and succession taxes were wance for collected by the said Altreaty of the United States.

Second—That the contract mentioned in the said indictment was an instrument in writing, and amended or extended and enlarged oy another instrument in writing, dated on or about the 30th day of Qetober, 1872. That by Jaise and fraudulent papers, writings and appliances and representations by which it was made to appear lakely to the said Secretary of the Freasury. That the said John D. Sanborn had discovered and collected or assisted in discovering and collecting the aioresaid taxes on legacies and successions, were a certain written statement, amidavit or certificate mentioned and reierred to in said amended contract as having been signed by the said John D. Sanborn had discovered or collected or recovery of the said Secretary of the Treasury of the said Secretary of the T

CITY COURT-TRIAL TERM-PART I.

Perils of Street Car Passengers-Damages Against & Railroad Company.

Before Judge McCue.

Thomas Ennis, by Guardian, vs. The Brooklyn and Coney Island Railroad Company. This was a suit for \$10,000 damages for personal injuries. The case for plaintiff was this :- On Sunday, the 13th of January, 1872, he started for the skating lake at-Prospect Park, and was in the act of getting on the front platform of one of the company's cars, at the corner of Jay and Sands streets, when the

the corner of Jay and Sands streets, when the driver suddenly loosened the brake and started the horses. The rapidly revolving brake struck young Ennus in the face and knocked him into the street. While lying there, the wheels of the car passed over one of his hands, which was so injured that it was subsequently lound necessary to amputate three of the fingers. At the time of the carsualty the rear platform and the inside of the car were full, and there were several persons standing on the front platform.

The defence was that the plaintiff got on the car with a number of other boys and was "skylarking" on the front platform when he fell off. The driver swore that he was not struck at all by the brake. The company further claimed that the boy had noright on the front platform, and that, therefore, they could not be held responsible.

The Court charged that it was negligence for a party to get on the front platform and the inside were crowded; but if in this case the car was stopped at the time the plaintiff tried to get on and the driver did not give him sufficient time and started, then the company was responsible.

The jury rendered a verdict in favor of plaintiff

then the company was responsible.

The jury rendered a verdict in favor of plainting for \$2,000. forris and Pearsall for plaintiff; Britton and Cul-

The Spencer Divorce Sult-Disagreement of the Third Jury-Proposition to Sub-mit the Case to the Judge. Before Judge Reynolds.

The third trial of the suit for absolute divorce

brought by Thomas T. Spencer against Caroline S. Spencer, which was commenced on Monday, resulted yesterday in the disagreement of the jury, who were discharged. The jury were locked up on yesterday morning, when they announced that it was impossible for them to agree upon a verdict. They were sent out again, and at noon, being still unable to agree, the foreman addressed the following note to Judge Reynoids:—

ing note to Judge Reynolds:—

To the Hon. Judge Reynolds:—

We, the jury, desire to express to Your Honor that we have carefully considered this case again in the light of your explanation to us this morning, and there has been no change in our views whatever. We still continue to stand nine to three, the same as we stood at twelve, o'clock last night, and there is no possible hope that we can any of us change our opinions. Two of the minority have stated that they will remain here a mouth if necessary, and will not change then. In view, therefore, of the utter impossibility of an agreement, we submit to Your Honor that it is of no use to keep us together longer. The majority are so firmly intrenched in our opinion that no power on earth (or heaven) can shake them one iota for a single moment.

GEORGE PARSONS, Foreman.

THURSDAY—Noon.

Judge Reynolds' reply was to give the jury their

Judge Reynolds' reply was to give the jury their dinner.

The court room remained crowded throughout the day, aithough it was generally thought that the jury would not agree if they were kept out twenty-four hours longer; but the people who had sat through the trial wanted to see the thing through and be present when the jury was discharged. They were gratified shortly before five o'clock in the afternoon, for at that time the jury were sent for and appeared in the court room, pale and haggard from loss of sleep and their close confinement.

were sent for and appeared in the court room, pale and haggard from loss of sleep and their close confinement.

In reply to the usual questions of the Clerk, the foreman stated that they had not agreed upon averdict, and when Judge Reynolds saked him if there was any probability that they would ultimately agree he emphatically replied, "No, sir!" Judge Reynolds did not feel justified in keeping them together any longer, so after thanking them for the extreme patience, care and attention they had given the case he announced that they were discharged. They stood nine for defendant and three for plaintiff.

Mr. Tracy, addressing the Court, said that on behalf of the defendant he desired to say that this cause, having been three times tried before a jury, and the jury having each time failed to agree, and, as the defence understood, by a small minority this time and before; and as these results showed the great difficulty there was in obtaining a vertical ting and as it was extremely desirable that this litigation should be ended in some form, he proposed to the plainiff to vacate the order settling hose to the proposition without consulting with his associate.

Ex-Judge Troy, senior counsel for plaintiff, not being present trial to the Court for decision.

Ex-Judge Troy, senior counsel for plaintiff, not being present the to the proposition without consulting with his associate.

Judge Reynolds said that if the parties agreed upon such an order they could have it entered.

Mr. Tracy said that he had notified Judge Troy that morning that he intended to make such a proposition.

Judge Reynolds—You will have to submit that to him. If you find that it can be agreed upon there will be no trouble.

CITY COURT-SPECIAL TERM. The Cox Divorce Case.

Before Judge Reynolds.

The Court yesterday rendered a decision in the notorious Cox divorce case, confirming the report of the referee, who reported in favor of granting

an absolute divorce to the plaintiff, James Cox from Caroline Cox. The case has been before the Courts in different forms for the past two years. One of the witnesses for piantiff, a divorce detective named Hatch, was sentenced to the State Prison for perjury. It is said that efforts will now be make to secure him a nardon.